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### Section 00010 - Solicitation Contract Form

ACRN AA

ITEM NO SUPPLIES/SERVICES **QUANTITY UNIT UNIT PRICE AMOUNT** 0003 1 Task EXERCISED Replace Bldg. 9 & 10 Roofs OPTION **FFP** Option YR 2 Roofing MACC FOB: Destination PURCHASE REQUEST NUMBER: ACQR5801353 PSC CD: Y1DA NET AMT ITEM NO SUPPLIES/SERVICES UNIT PRICE **AMOUNT** QUANTITY UNIT 000301 \$0.00 FUND ACRN AA **FFP** Funding Doc. No. 11486270 Customer ACRN: AA MILSTRIP: 11486270 **NET AMT** \$0.00 ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT 000302 \$0.00

FUND ACRN AB

**FFP** 

Funding Doc. No. 11486268 Customer ACRN: AA

MILSTRIP: 11486268

NET AMT \$0.00

ACRN AB

# INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0003	N/A	N/A	N/A	Government
000301	N/A	N/A	N/A	N/A
000302	N/A	N/A	N/A	N/A

# **DELIVERY INFORMATION**

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0003	25-JUN-2021	1	PUBLIC WORKS DEPARTMENT (b) (6)  PWD BETHESDA 4655 TAYLOR RD. BLDG. 27, 2ND FL. BETHESDA MD 20889-5639 (b) (6)  FOB: Destination	N40080
000301	N/A	N/A	N/A	N/A
000302	N/A	N/A	N/A	N/A

### CLAUSES INCORPORATED BY FULL TEXT

#### 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within <u>15</u> calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than <u>259 days from award date</u>. The time stated for completion shall include final cleanup of the premises.

(End of clause)

### 52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEP 2000)

- (a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$3,231 for each calendar day of delay until the work is completed or accepted.
- (b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

### 52.211-18 VARIATION IN ESTIMATED QUANTITY (APR 1984)

If the quantity of a unit-priced item in this contract is an estimated quantity and the actual quantity of the unit-priced item varies more than 15 percent above or below the estimated quantity, an equitable adjustment in the contract price shall be made upon demand of either party. The equitable adjustment shall be based upon any increase or decrease in costs due solely to the variation above 115 percent or below 85 percent of the estimated quantity. If the quantity variation is such as to cause an increase in the time necessary for completion, the Contractor may request, in writing, an extension of time, to be received by the Contracting Officer within 10 days from the beginning of the delay, or within such further period as may be granted by the Contracting Officer before the date of final settlement of the contract. Upon the receipt of a written request for an extension, the Contracting Officer shall ascertain the facts and make an adjustment for extending the completion date as, in the judgement of the Contracting Officer, is justified.

### 252.204-7000 DISCLOSURE OF INFORMATION (OCT 2016)

- (a) The Contractor shall not release to anyone outside the Contractor's organization any unclassified information, regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless--
- (1) The Contracting Officer has given prior written approval;
- (2) The information is otherwise in the public domain before the date of release; or
- (3) The information results from or arises during the performance of a project that involves no covered defense information (as defined in the clause at DFARS 252.204-7012, Safeguarding Covered Defense Information and

Cyber Incident Reporting) and has been scoped and negotiated by the contracting activity with the contractor and research performer and determined in writing by the contracting officer to be fundamental research (which by definition cannot involve any covered defense information), in accordance with National Security Decision Directive 189, National Policy on the Transfer of Scientific, Technical and Engineering Information, in effect on the date of contract award and the Under Secretary of Defense (Acquisition, Technology, and Logistics) memoranda on Fundamental Research, dated May 24, 2010, and on Contracted Fundamental Research, dated June 26, 2008 (available at DFARS PGI 204.4).

- (b) Requests for approval under paragraph (a)(1) shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Contracting Officer at least 10 business days before the proposed date for release.
- (c) The Contractor agrees to include a similar requirement, including this paragraph (c), in each subcontract under this

contract. Subcontractors shall submit requests for authorization to release through the prime contractor to the Contracting Officer.

(End of clause)

# 252.227-7023 DRAWINGS AND OTHER DATA TO BECOME PROPERTY OF GOVERNMENT. (MAR 1979)

All designs, drawings, specifications, notes and other works developed in the performance of this contract shall become the sole property of the Government and may be used on any other design or construction without additional compensation to the Contractor. The Government shall be considered the "person for whom the work was prepared" for the purpose of authorship in any copyrightable work under 17 U.S.C. 201(b). With respect thereto, the Contractor agrees not to assert or authorize others to assert any rights nor establish any claim under the design patent or copyright laws. The Contractor for a period of three (3) years after completion of the project agrees to furnish all retained works on the request of the Contracting Officer. Unless otherwise provided in this contract, the Contractor shall have the right to retain copies of all works beyond such period.

(End of clause)

## 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (DEC 2018)

- (a) Definitions. As used in this clause—
- "Department of Defense Activity Address Code (DoDAAC)" is a six position code that uniquely identifies a unit, activity, or organization.
- "Document type" means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).
- "Local processing office (LPO)" is the office responsible for payment certification when payment certification is done external to the entitlement system.
- "Payment request" and "receiving report" are defined in the clause at 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

- (b) Electronic invoicing. The WAWF system provides the method to electronically process vendor payment requests and receiving reports, as authorized by Defense Federal Acquisition Regulation Supplement (DFARS) 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.
- (c) WAWF access. To access WAWF, the Contractor shall—
- (1) Have a designated electronic business point of contact in the System for Award Management at <a href="https://www.sam.gov">https://www.sam.gov</a>; and
- (2) Be registered to use WAWF at <a href="https://wawf.eb mil/">https://wawf.eb mil/</a> following the step-by-step procedures for self-registration available at this web site.
- (d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at <a href="https://wawf.eb.mil/">https://wawf.eb.mil/</a>.
- (e) WAWF methods of document submission. Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.
- (f) WAWF payment instructions. The Contractor shall use the following information when submitting payment requests and receiving reports in WAWF for this contract or task or delivery order:
- (1) Document type. The Contractor shall submit payment requests using the following document type(s):
- Navy Construction/Facilities Management Invoice
- (i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.
- (ii) For fixed price line items—
- (A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.
- (B) For services that do not require shipment of a deliverable, submit either the Invoice 2in1, which meets the requirements for the invoice and receiving report, or the applicable invoice and receiving report, as specified by the Contracting Officer.
- (iii) For customary progress payments based on costs incurred, submit a progress payment request.
- (iv) For performance based payments, submit a performance based payment request.
- (v) For commercial item financing, submit a commercial item financing request.
- (2) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract.

[Note: The Contractor may use a WAWF "combo" document type to create some combinations of invoice and receiving report in one step.]

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

## Routing Data Table\*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	N68732
Issue By DoDAAC	N40080
Admin DoDAAC**	N64929
Inspect By DoDAAC	N64929
Ship To Code	
Ship From Code	
Mark For Code	
Service Approver (DoDAAC)	
Service Acceptor (DoDAAC)	N64929
Accept at Other DoDAAC	
LPO DoDAAC	N64929
DCAA Auditor DoDAAC	
Other DoDAAC(s)	N64929

- (4) Payment request. The Contractor shall ensure a payment request includes documentation appropriate to the type of payment request in accordance with the payment clause, contract financing clause, or Federal Acquisition Regulation 52.216-7, Allowable Cost and Payment, as applicable.
- (5) Receiving report. The Contractor shall ensure a receiving report meets the requirements of DFARS Appendix F.

- (b) (6) — Contracting Officer

- (g) WAWF point of contact.
- (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

- (b) (6) — Program Analyst

(2) Contact the WAWF helpdesk at 866-618-5988, if assistance is needed.

(End of clause)

### 5252.209-9300 Organizational Conflicts of Interest.

## ORGANIZATIONAL CONFLICTS OF INTEREST (JUN 1994)

The restrictions described herein shall apply to the Contractor and its affiliates, consultants and subcontracts under this contract. If the Contractor under this contract prepares or assists in preparing a statement of work, specifications and plans, the Contractor and its affiliates shall be ineligible to bid or participate, in any capacity, in

any contractual effort which is based on such statement of work or specifications and plans as a prime contractor, subcontractor, consultant or in any similar capacity. The Contractor shall not incorporate its products or services in such statement of work or specification unless so directed in writing by the Contracting Officer, in which case the restriction shall not apply. This contract shall include this clause in its subcontractor's or consultants' agreements concerning the performance of this contract. (End of clause)

### 5252.228-9305 Notice of Bonding Requirements.

NOTICE OF BONDING REQUIREMENTS (DEC 2000)

(a) followi	Within15 days after receipt of award, the bidder/offeror to whom the award is made shall furnish the g bond(s) each with satisfactory security:
	_x_ A Performance Bond (Standard Form 25). The performance bond shall be in a penal sum equal to 100% percent of the contract price.
to 100%	_x_ A Payment Bond (Standard Form 25A). The payment bond shall be in a penal sum equal of the contract price.
(b)	Any surety company holding a certificate of authority from the Secretary of Treasury as an acceptable

- (b) Any surety company holding a certificate of authority from the Secretary of Treasury as an acceptable Surety on Federal bonds will be accepted. Individual sureties will be permitted as prescribed in FAR 28.203 and FAC 5252.228 9300. Alternative types of security in lieu of furnishing sureties on performance and/or payment bonds will be permitted as prescribed in FAR 28.204, and will be held for at least one year after the completion of the contract. Additional bond security may be required as prescribed in FAR 52.228-2. Bonds shall be accompanied by a document authenticating the agent's authority to sign bonds for the surety company.
- (c) The contract time for purposes of fixing the completion date, default, and liquidated damages shall begin to run <u>295</u> days from the date of award, regardless of when performance and payment bonds or deposits in lieu of surety are executed. (End of clause)

ALTERNATE I – As prescribed in 28.102-3-100(b), for indefinite quantity solicitations, substitute "contract price" in the basic provision with "the price payable for the contract guaranteed minimum".

ALTERNATE II – As prescribed in 28.102-3-100(c), for combination firm fixed-price/indefinite quantity solicitations where the firm fixed-price portion constitutes the guaranteed minimum, replace "contract price" in the basic provision with "the price payable for the firm fixed-price portion". Where the firm fixed-price portion and a percentage of the indefinite quantity portion will constitute the guaranteed minimum, substitute "contract price" in the basic provision with "the price payable for the firm fixed-price portion and the guaranteed minimum amount of the IQ portion".

ALTERNATE III - As prescribed in 28.102-3-100(d), for requirements solicitations, substitute "contract price" in the basic provision with "the price payable for the estimated quantity".

5252.242-9300 Government representatives.

**GOVERNMENT REPRESENTATIVES (OCT 1996)** 

The contract will be administered by an authorized representative of the Contracting Officer. In no event, however, will any understanding or agreement, modification, change order, or other matter deviating from the terms of the contract between the Contractor and any person other than the Contracting Officer be effective or binding upon the Government, unless formalized by proper contractual documents executed by the Contracting Officer prior to completion of this contract. The authorized representative as indicated hereinafter:
xThe Contracting Officer's Representative (COR) will be designated by the Contracting Officer as the authorized representative of the Contracting Officer. The COR is responsible for monitoring performance and the technical management of the effort required hereunder, and should be contacted regarding questions or problems of a technical nature.
xThe designated Contract Specialist will be the Administrative Contracting Officer's representative on all other contract administrative matters. The Contract Specialist should be contacted regarding all matters pertaining to the contract or task/delivery orders.
The designated Property Administrator is the Administrative Contracting Officer's representative on property matters. The Property Administrator should be contacted regarding all matters pertaining to property administration. (End of clause)

#### STATEMENT OF WORK

#### SCOPE OF WORK

The project is to remove the existing roof, and replace it with a new MOD-BIT roof. The work includes ROOF's RENOVATION AT BLDG. 9 AND 10, BLDG. 9 Skylight Replacement and incidental related work. The Contrator shall reference Final Specifications and other documents provided to perform the work. REF:

- 1. Final Specifications (Dated 8/13/2014)
- 2. Drawings (Dated 8/13/2014)

# **Amendment #1**

Amendment #00001 is to:

- 1. Will we be able to take photos? Yes, contractors will be allowed to take photos.
- 2. Will a core cut sample be provided? No
- 3. Are there any COVID-19 protocols to be followed? Yes, please ensure those coming on base are wearing masks and

we practice keeping our distance when possible.

- 4. Incorporate "Addendum" (see below)
- a. The contractor shall restore the laydown area for the Bldg. 9 & 10 roof replacement project to green space (to include; re-grading, topsoil application, seed, straw and fertilization for grass cover), once the
- Bldg 9 & 10 roof replacement project has completed. Greenspace must be maintained (watered) until

95% grass cover is established. The lay down area is east of Bldgs. 9 & 10 shown on the map. The lay

down area must be less than 5000 s.f. (see attached Adendum 2 for picture.)

# Amendment #2

SB MACC CONTRACT: N40080-20-R-1353 - WRNMMC Replace Roof Buildings 9 and 10 at NSA-Bethesda

The purpose of the Amendment 02 is to:

- 1. Respond to RFIs. (below)
- 2. Extend the due date of RFP to Thursda, 06 August 2020 no later than 2:00 p.m (EST). All other terms and conditions remain unchanged.

RFI	Question	Answer
no.		
1	Addendum 1 stats that all roofs on building 9 and 10 are to be replaced.  Would it be possible to have an overhead image that highlights the exact areas of roof replacement?	No, all of the roofs on Bldg.s 9 & 10 are to be replaced to inlcude elevator shaft roofs, mechanical room roofs, penthouse roofs, skybridges, etc. All roofs of Bldg 9 & 10.  Section X is N.I.C.

2	Could a second site visit be organized?  After observing the scale of the masonry restoration we would like our masonry restoration subcontractor to have a chance to observe the conditions.	This refers to note 1 on the elevation drawings and the precast panel joints. Only replace the sealant in those joints to the new flashing, do not go over the parapet.
3	Addendum #1 stats that phase one is completed. Could you verify that there are no skylights to be replaced during phase 2 and 3?	Yes, no skylights are to be replaced. However window flashings that need to be removed for altered to install the new roof are in contract.
4	Section 07 61 15.00 20 pertains to standing seam metal roof panels. The Plans state on page A-107 "Paint Sloped Metal Roof". Which document is accurate? If the drawings are correct is there a specification for the paint to be used?	No, the roof in question does not need to be painted. It was done with the skylights.
5	Will there be a letter of continuity or a UL certification required for the lightning protection?	Yes, a UL certification is required for the lightning protection once it is reinstalled.
6	Can you please provide more information for the ACM, locations, Linear footage, pictures of metal flashing that contain ACM.	If the drawigs and specs do not specifically call out where the ACMs are or give linear footage, refer to the attached ACM sheets for locations and materials. During construction if suspected ACMs are encountered notify the gov't.
7	Amendment 1 note 5, states "Provide proposals to replace all of building 9 and 10 roofs".  Please provide any information for the sections included to this project with Amendment#1, regarding, ACM Material existent in those sections (linear footage, locations, pictures)	See question 6 answer.
8	Amendment 1 note 5, states "Provide proposals to replace all of building 9 and 10 roofs ".Are scuppers needed in newly added sections? If yes, can you provide locations?	Yes, scuppers are included and needed. Locations and number should have been looked into at the site visit.
9	Amendment 1 note 5, states "Provide proposals to replace all of building 9 and 10 roofs". There are no details for the added sections, if no details are going to be provided for those sections, we may need another site visit for clarification and investigative purposes. Please advise.	The contract drawings have all of the details required for 50% of the building in the contract drawings. The side originally N.I.C. has the exact same conditions. If a detail is required for a condition not already detailed in the drawings, then a manufacterer's detail with approval from the gov't will suffice.

	Please provide any information for the sections included to this project with Amendment#1, regarding Joint Sealant work and its locations	Repalcing the roof will include providing new flashings and sealants for a new roofing system for both roofs. All roof sections of the design in the drawings will most likely be similar to the roof sections added under amendment 1. Provide all work and materials to install a new roof system for all of bldg 9 & 10 as stated in the amendment.
11	New Work Note 8, drawing A-106 calls for precast pavers over asphaltic modified bitumen roof. Concrete pavers will displace asphalt in roofing membrane after some time and may damage the roof. Will another walk pad, accepted by roof manufacturer be approved as a substitute?	Pavers acceptable to roof manufacturer should be provided in lieu of concrete. Do not provide walkpads.
12	New Work Note 20, Drawing# A-107 states "Provide new ladder". Please provide details and dimensions for new ladders. The detail that New Work Note refers you to for the ladder construction is actually for roof drains.	This note on A-107 seems to refer to the ladders at the skylights. The roofs at the skylights have been replaced and so have the ladders. So that note on A-107 is not applicable.
13	Please confirm Terrace Roof Healing Garden is not part of scope of work.	Correct the roof healing gardens are not part of this contract.

14	Is more information available regarding the composition of the precast panel parapets on both buildings for understanding and to minimize possible damages while opening scupper holes?	Assume typical concrete precast of 6-8 inches in thickness
15	The specifications and drawings have conflicting working hours and demolition hours. Please clarify.	Hours indicated in the Specification are correct
16	The specifications and drawings have conflicting delivery hours. Please clarify.	Hours indicated in the Specification are correct
17	Please confirm that all roof system applications can only be	Comply with the roofing manufacturer's recommendations for installation

	installed between April to October.	during weather conditions beyond October.
18	Due to the size and complexity of this project, along with material and the time frame for equipment and material price requests, will a Bid Date extension be possible?	Yes, it will be extended.
19	Amendment 1 states to replace all existing Charcoal Filters on air intakes. Can a number of filters and their sizes be provided for bidding purposes?	1) See Filters Tab on this document. Only those with "Yes" in column L need filter media.  I would prefer something like a Suresorb Flocked Honeycomb by AFI Here is an example:https://www.airfilterusa.com/suresorb-flocked- honeycomb-aluminum-carbon-filter-20x25x1.html  But, for the larger units that share a common louver system (and where it is accessible) provide large sheet filter media over the exterior.  Also, they only need replace the first stage filter, typically the 1" or 2" thick units. The larger units are bag filters that we will not require them to replace, this might be especially true of 9A. 1 single sheet in the plenum room could do what several hundred individual filters do.
20	Please confirm that there is no replacement or repairs to the existing skylight systems on Bld #9.	See previous answers.
21	Please confirm that Roof Area "B" (a metal mechanical penthouse with a metal panel roof) on Bld #9 is not in this scope of work.	No, all roofs on Bldg 9 are included, including the penthouse roof.
22	Are the Metal Wall Panels around the North side of Roof Area "D" to be replaced?	No, unless there is flashing at the bottom of the meal panel that need to be adjusted for the new roof.

	T1	
	There are approx. five (5) sets of wooden	
	ramps at the roof	
23	divider and expansion joint locations. Two	
	(2) on the south side of Roof Area "K", two	Wooden ramps are there as a convenience. If they fail
	(2) on Roof Areas "J" two (2) on area "C"	or the contractor needs more capacity than exists,
	and two (2) on area "A". Will new Pre-	they will have to supply new.
	manufactured ramps be required?	
24	Will new roof access ladders be required? If	Pending. Answer will be posted in the next amended.
27	required, in	
	what locations will new ladders be installed?	
	Drawings reference Concrete walkway	
25	pavers. Will these be	
	required, or can the Roofing	See previous answers.
	Manufacture's product be installed?	
26	Please confirm that the Sloped Metal Roof	
20		No, it is not incuded.
	areas "O" & "N" is not in this scope of work.	
27	Please confirm we are to remove all stone	Yes, to replace the existing roof with a new one all of the
21	roof ballast from	ballast is to be
	the roof structure.	removed.
		Only to the extent that the exisitng roof will need to be
28	Will there be any work performed on the	removed and the
	exterior EFIS wall system around Roof Areas	new roof installed. Any damage to surrounding materials
	"D" and "E" on Bld #10?	will be at the cost of the contractor.
29	Please confirm that the two (2) Green Scape	
_ ∠y	Garden roof	The healing garden on Bldg 10 is not included.
	areas are not included in this scope of work.	
30	Other than any needed interior protection, or	
30	possible drain leader connection work,	The drawings specificy the extent of the work. Refer to the
	please confirm that there is no specified	drawings for any interior work.
	interior work that is included in this scope?	TT TT distance
	The state of the s	Yes. However, this is part of your means and methods.
31	chute, and or	Other scaffolds and
	elevator, be allowed to be erected in the	chutes have been approved on other roofs projects. An
	designated staging area?	outage request is the process for getting this approved.
22	The specifications reference possible lead or	This area is a second one in the 1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-
32	asbestos	This spec is a general spec included with all projects. To
	containing materials. Has the roof system	the gov'ts knowledge the roof has not been tested for lead.
	been tested, and if so, will a copy of the	
<u> </u>	report be available?	
	Please confirm that all roof drain assemblies,	
33	(bowls,	
		Yes, all of the items stated are to be replaced in this
	replaced with new.	project.

	Specifications state to remove all the existing caulk and Metal Receiver around the	
34	perimeter of the building and install new. Can	
	the receiver metal be eliminated, the entire	
	wall flashed with new Modified Flashings, and a metal coping installed?	No, please follow Specification.
35	Please provide charcoal filter model/type and	
33	quantities	See filers tab.
36	required Please confirm Building 9a is not included in	No. Pldg 0A is not part of this affort
30	this effort	No, Blug 9A is not part of this effort.
	Staging/laydown for the project is denoted	
27	along the east side. Will the contractor be allowed to have	
37	various temporary (daily/nightly) crane	Crane use on the base is handled through the outage
	locations as available around the buildings	process. Submit an outage for each time for consderation.
	or all access is just from the denoted staging area?	
	Are the Phase 1 new roofs at the new	
38	skylights being	See previous answers.
	replaced?	
39	Please confirm that note 1 elevation notes on	This note refers to the precast sealant joints. Only replace the sealant in the
39	page A201 is part of this effort	precast joints as necessary to install the new roof. Do not
		go over the parapet to the window mullions.
40	Please confirm that note 2 elevation notes on page A201 is	No. 11 6-11 in diseased on 41:- 11-4-
	part of this effort	No, please follow as indicated on this note.
	Typical details on A301 denote the removal	
	of the existing	
41	temporary membrane, details on A302 denotes the temporary membrane to remain.	
41	We recommend leaving it, unless during	
	construction, some of the membrane is	No, please follow as the drawings state. If the drawings
	damaged or loose. There is no value other than additional cost to remove this item.	say remove, then remove it, otherwise we are violating the
	Please confirm removal or leaving	existing design.
	it	
	It appears all of the structural drawings and	
42	specifications refer to the skylights. Please	See previous answers regarding skylight windows. So, the
	confirm drawings S-100, S-101, S-102, S-103, and S-301 are not part of this effort	structural drawings for the skylights are not part of this
	Can the Government mark which	effort.
43	specification section(s)	No.
	does not apply for this effort?	
44	Are Division 5 Metals applicable to this	Follow the drawing and specs.
	effort	

4	Are Division 8 Doors and Windows	For windows, see previous answers. For doors if the drawings say to replace doors then ;'Yes'.
4	Are Division 9 Finishes applicable to this effort	Follow the drawing and specs.

47	The roofing specification clearly states the materials required. Is Section 01 33 29.00 20 Sustainable Requirements-Sustainability Action Plans required	Yes, it's included in the specs.
48	Can the Project Manager also be the Environmental Manager?	Yes.
49	Other than special inspection requirements for the Asbestos Abatement, will the contractor be required to have a third-party full-time inspector or is periodic inspections by the roofing manufacturer acceptable	No full time inspectors are not required, however peroidic inspections are recommended.
50	Does section 01 78 24.00 20 Facility Electronic Operation and Maintenance Support Information	Correct this is not applicatble to the effort. Provide hard copy and PDF of Operations and Maintenance manuals.

# Amendment #3

The purpose of the Amendment 03 is to:

- 1. Update and Respond to RFIs. (below)
- 2. Correct the Price Schedule
- **3.** Exentd the due date of proposal to Monday, 10 August 2020 no later than 2PM (EST). All other terms and conditions remain unchanged.

RFI	Question	Answer
No.		
19	Amendment 1 states to replace all	1) See Filters Tab on this document. Only those with
	existing Charcoal	"Yes" in column L need filter media.
	Filters on air intakes. Can a number	I would prefer something like a Suresorb Flocked
	of filters and	Honeycomb by AFI
	their sizes be provided for bidding	Here is an
	_	example:https://www.airfilterusa.com/suresorbflocked-
		honeycomb-aluminum-carbon-filter-
		20x25x1.html
		But, for the larger units that share a common louver
		system (and where it is accessible) provide large sheet
		filter media over the exterior.
		Also, they only need replace the first stage filter,
		typically the 1" or 2" thick units. The larger units are
		bag filters that we will not require them to replace,
		this might be especially true of 9A. 1 single sheet in
		the plenum room could do what several hundred
		individual filters do.
24	Will new roof access ladders be	Plans are attached for locations and approx. heights

	required? If required, in what locations will new ladders be	for ladders. Submit shop drawings for gov't approval of OSHA approved ladders for each location with fall protection. Contractors are to price this as an option
35	installed? Please provide charcoal filter	to the contract.  See filers tab.
	model/type and quantities required	

# **Amendment #4**

The purpose of the Amendment 04 is to:

- 1. Provide Filters information
- 2. Revise the response of RFI #24

The due date of the proposal remains the same. All other terms and conditions remain unchanged.

### **PARKING**

Parking on the Walter Reed National Military Medical Center campus is extremely limited. Parking for Contractor personnel shall be limited to areas within the construction site and Construction Trailer site and is anticipated to be utilized for Contractor Management Staff, on-site Government Representatives and Visitors. The Contractor shall not rely on available public parking within the adjacent communities. Contractor may elect to use various PUBLIC TRANSPORTATION options for their workforce or coordinate other dedicated offsite parking arrangements. The Government may elect to perform the necessary security inspections and badge verifications at the WRNMMC installation entrance or at the Contractor provided parking site.

#### CONSTRUCTION SITE PLAN

Prior to the start of work, submit a site plan showing the locations of temporary facilities (including layouts and details, equipment and material storage area (onsite and offsite), and access and haul routes used for this contract. Show locations of safety and construction fences, site trailers, construction entrances, environmental permit limits, trash dumpsters, temporary sanitary facilities, and worker parking areas (on-site for Contractor Management Staff, off-site for all contractor and subcontractor employees).

### DBIDS PROGRAM

Due to safety and security requirements, access for contractors could be delayed if they are accessing the installation through the perimeter gates using a Day Pass. Part of the increase in security will require additional vehicle screenings that may occur during each visit. Individuals who are working on or in the Water Reed National Military Medical Center, shall access onto the installation through the Defense Biometric Identification System (DBIDS) Program.

Access Privilege Management Summary

Category	DBIDS Participant	Day Pass
Inspection requirements	Random	Subject to 100%
Days credential is valid for perimeter access	1 year	1 day

Gate access		Limited Access through the North
	anows	Gate

Personnel who choose to participate in the DBIDS Program will have streamlined access onto the installation due to their privileges and being vetted. DBIDS participants will only be subject to random vehicle inspections and will be able to access the installation through all gates that size allows. Access will be allowed during the times needed to perform business on the installation.

More details may be found at the Commander, Navy Installations Command website at https://www.cnic.navy.mil/om/dbids.html

# **CONSTRUCTION WAGE RATE REQUIREMENTS**

General Decision Number: MD20200043 08/07/2020

Superseded General Decision Number: MD20190043

State: Maryland

Construction Type: Building

County: Montgomery County in Maryland.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available

٦	<b>Modificat</b>	ion Nur	nher ]	Dub1	ication	Date
- 11	лоанисац	ion inur	nner i	runi	icalion	Date

- 01/03/2020 0 1
- 01/24/2020
- 2 02/07/2020
- 3 02/14/2020 4
- 02/28/2020 5
- 03/13/2020 6 04/17/2020
- 7 05/15/2020
- 8 05/29/2020
- 9 06/26/2020
- 10 07/10/2020
- 11 08/07/2020

### ASBE0024-007 04/01/2020

Rates Fringes

ASBESTOS WORKER/HEAT & FROST INSULATOR.....\$ 38.01 17.37 + a

Includes the application of all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems

a. PAID HOLIDAYS: New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day provided the employee works the regular work day before and after the paid holiday.

ASBE0024-010 04/01/2020

Rates Fringes

ASBESTOS WORKER: HAZARDOUS MATERIAL HANDLER (Removal of hazardous material from ceilings, floors, mechanical systems, and walls).....\$ 24.46 7.69 + a

a. PAID HOLIDAYS: New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day provided the employee works the regular work day before and after the paid holiday.

BRMD0001-006 0	5/03/2020	)	
	Rates	Fringes	
TILE SETTER		\$ 30.12	12.46
BRMD0001-009 0	5/03/2020		
	Rates	Fringes	
TILE FINISHER		.\$ 24.94	11.42
BRMD0001-011 0	5/03/2020	 )	
	Rates	Fringes	
BRICKLAYER (Ex Pointing, Caulking Cleaning)	and	.00 12	2.09
BRMD0001-012 0	5/03/2020	)	
	Rates	Fringes	
MASON - STONE	•••••	\$ 39.76	18.88
MASON - STONE CARP0197-001 05		\$ 39.76	18.88
			18.88
	75/01/2019  Rates luding	Fringes	18.88
CARPENTER (Inc Acoustical Ceiling Installation, Drywa Hanging, Metal Stu	Rates luding ll id rm Work).	Fringes	
CARPENTER (Inc. Acoustical Ceiling Installation, Drywa Hanging, Metal Stu Installation and For.	Rates luding ll id rm Work).	Fringes	
CARPENTER (Inc. Acoustical Ceiling Installation, Drywa Hanging, Metal Stu Installation and For.	Rates luding ll id rm Work).  5/01/2019  Rates	Fringes\$ 29.00 Fringes	12.71
CARPENTER (Inc Acoustical Ceiling Installation, Drywa Hanging, Metal Stu Installation and For CARP0219-001 05	Rates luding ll id m Work).  5/01/2019  Rates	Fringes\$ 29.00 Fringes	12.71
CARPENTER (Inc. Acoustical Ceiling Installation, Drywa Hanging, Metal Stu Installation and For. CARP0219-001 05	Rates luding ll id rm Work). 5/01/2019 Rates	Fringes\$ 29.00 Fringes	12.71

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### ELEC0026-022 11/04/2019

Rates Fringes

ELECTRICIAN (Including low voltage wiring for and installation of alarms, HVAC controls)......\$46.85

19.45+a

a.PAID HOLIDAYS: New Year's Day, Inauguration Day, Martin Luther King Jr.'s Birthday, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the day after Thanksgiving Day and Christmas Day.

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ELEV0010-001 01/01/2020

Rates Fringes

ELEVATOR MECHANIC......\$ 47.02 34.765+a+b

a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day and the Friday after Thanksgiving.

b. VACATIONS: Employer contributes 8% of basic hourly rate for 5 years or more of service; 6% of basic hourly rate for 6 months to 5 years of service as vacation pay credit.

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ENGI0077-018 05/01/2020

Rates Fringes

OPERATOR: Bulldozer.....\$ 32.83 10.05+a

OPERATOR: Loader

Front End Loaders 3 1/2

cubic yards and above.....\$ 32.83 10.05+a

Front End Loaders Below 3

1/2 cubic yards......\$ 32.83 10.05+a

a.PAID HOLIDAYS: New Year's Day, Inaugural Day, Decoration Day, Independence Day, Labor Day, Martin Luther King's Birthday, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving and Christmas Day.

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IRON0005-005 06/01/2019

Rates Fringes	
IRONWORKER, STRUCTURAL AND ORNAMENTAL\$ 32.50 22.385	
IRON0005-014 05/01/2019	
Rates Fringes	
IRONWORKER, REINFORCING\$ 28.95 21.08	
LABO0011-013 06/15/2020	
Rates Fringes	
LABORER: Mason Tender - Cement/Concrete\$ 25.88 8.63 LABORER: Pipelayer\$ 25.88 8.63	
PAIN0051-014 06/01/2020	
Rates Fringes	
GLAZIER Glazing Contracts \$2 million and under\$ 27.97 12.55 Glazing Contracts over \$2 million\$ 32.21 12.55	
PAIN0051-019 06/01/2018	
Rates Fringes	
PAINTER Brush, Roller, Spray and Drywall Finisher/Taper\$ 25.06 Industrial\$ 31.10  11.48	
PLAS0891-005 07/01/2018	
Rates Fringes	
PLASTERER\$ 29.53 6.80	
PLAS0891-006 02/01/2020	
Rates Fringes	
CEMENT MASON/CONCRETE FINISHER\$ 28.82 11.68	)

SHEE0100-015 07/01/2019

Rates Fringes
PLASTERER (Fireproofing Including Sprayer, Mixer, and Handler) Handler\$16.50 4.89 Mixer/Pump\$18.50 4.89 Sprayer\$23.00 4.89
* PLUM0005-010 08/01/2020
Rates Fringes
PLUMBER\$ 44.92 19.91+a
a. PAID HOLIDAYS: Labor Day, Veterans' Day, Thanksgiving Day and the day after Thanksgiving, Christmas Day, New Year's Day, Martin Luther King's Birthday, Memorial Day and the Fourth of July.
PLUM0602-011 08/01/2019
Rates Fringes
PIPEFITTER (Including HVAC Pipe and System Installation)\$ 43.14 21.87+a
a. PAID HOLIDAYS: New Year's Day, Martin Luther King's Birthday, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day and the day after Thanksgiving and Christmas Day.
ROOF0030-016 07/01/2019
Rates Fringes
ROOFER\$ 30.25 13.24
SFMD0669-001 04/01/2020
Rates Fringes
SPRINKLER FITTER (Fire Sprinklers)\$ 35.70 23.60

Rates Fringes

SHEET METAL WORKER (Including

HVAC Duct Installation)......\$ 40.77 21.35+a

a. PAID HOLIDAYS: New Year's Day, Martin Luther King's Birthday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and Christmas Day

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### SUMD2010-091 08/04/2010

## Rates Fringes

### **LABORER**

Common or General\$ 14.15	2.30
Grade Checker\$ 16.00	2.90
Landscape \$ 9.23	
Mason Tender - Brick\$ 13.00	0.00
Mason Tender - Stone\$ 14.03	0.00
Mason Tender for Pointing,	
Caulking and Cleaning\$ 13.21	
Mortar Mixer\$ 16.61	9.08

### POINTER, CAULKER, CLEANER,

Includes pointing, caulking, cleaning of existing masonry, brick, stone and cement structures (restoration work); excludes pointing, caulking, cleaning of new or replacement masonry, brick, stone or

cement.....\$ 19.19 0.00

## POWER EQUIPMENT OPERATOR:

Asphalt Roller\$ 21.35	5.38
Backhoe\$ 19.82	5.02
Bobcat/Skid Loader\$ 18.05	8.78
Boom\$ 21.44	8.29
Crane\$ 20.95	6.18
Excavator\$ 20.00	0.00
Forklift\$ 16.00	5.12
Gradall\$ 20.50	8.42
Grader/Blade\$ 14.50	5.18
Paver\$ 17.47	6.36
Roller excluding Asphalt\$ 17.60	3.88

TRUCK DRIVER

 Dump Truck.......\$ 15.90
 1.12

 Tractor Haul Truck......\$ 17.87
 9.98

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed

in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of

each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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### WAGE DETERMINATION APPEALS PROCESS

- 1.) Has there been an initial decision in the matter? This can be:
- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

> Branch of Construction Wage Determinations Wage and Hour Division U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material,

etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

## ACCOUNTING AND APPROPRIATION DATA

AA: 9700130 1800 253 COST CODE: 11486270 021001 2D 000000

COST CODE: 11486270 AMOUNT: (b) (4)

AB: 9700130 1800 253

021001 2D 000000

AMOUNT

COST CODE: 11486268 AMOUNT: (b) (4)

ACRN CLIN/SLIN CIN